

ORIGINAL

EX PARTE OR LATE FILED

LAWLER, METZGER & MILKMAN, LLC

1909 K STREET, NW
SUITE 820
WASHINGTON, D.C. 20006

VALERIE YATES
DIRECT (202) 777-7723

PHONE (202) 777-7700
FACSIMILE (202) 777-7763

August 31, 2000

BY HAND

Magalie Roman Salas, Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Suite TW-A325
Washington, D.C. 20554

RECEIVED
AUG 31 2000
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re: Joint Application of NorthPoint Communications, Inc. and Verizon Communications for Authority Pursuant to Section 214 of the Communications Act, as Amended, to Transfer Control of Blanket Authorizations to Provide Domestic Interstate Telecommunications Services as a Non-Dominant Carrier -- CC Docket No. 00-157

Dear Ms. Salas:

Enclosed for filing in the above-referenced proceeding, on behalf of NorthPoint Communications, Inc. and Verizon Communications, are two copies of materials requested by the staff of the Federal Communications Commission in connection with its review of the pending Application.

Sincerely,



Valerie Yates

Enclosures

cc: Jake Jennings

No. of Copies rec'd 071
List A B C D E

August 31, 2000

RECEIVED
AUG 31 2000
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

By Hand

Mr. Jake Jennings, Deputy Division Chief
Policy and Program Planning Division
Common Carrier Bureau
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Re: Joint Application of NorthPoint Communications, Inc. and Verizon Communications for Authority Pursuant to Section 214 of the Communications Act of 1934, as Amended, To Transfer Control of Blanket Authorization To Provide Domestic Interstate Telecommunications Services as a Non-Dominant Carrier – CC Docket No. 00-157

Dear Mr. Jennings:

This letter responds to your informal request for certain information concerning NorthPoint Communications, Inc. (NorthPoint) and Verizon Communications (Verizon) in connection with their Application in the above-referenced matter.

1. You requested information regarding the Digital Subscriber Line (DSL) services that NorthPoint and Verizon currently provide. The xDSL service that Verizon provides is Asymmetric DSL (“ADSL”) service. ADSL is “asymmetric” in that it offers a faster download connection speed than upload connection speed. Verizon offers ADSL at the following download/upload speeds: 640 Kbps/90 Kbps; 1.6 Mbps/90 Kbps; and 7.1 Mbps/680 Kbps. These are all maximum connection speeds and are not guaranteed; actual connection speeds may vary depending on the length and condition of individual lines in addition to other factors. The overwhelming majority of Verizon’s retail ADSL customers are residential customers, and Verizon primarily (though not exclusively) provides its retail ADSL service to residential customers. Attachment A contains the pages of Verizon’s federal tariff for ADSL service, which includes the prices for such service.

NorthPoint primarily provides Symmetric DSL (“SDSL”) service. NorthPoint’s SDSL service is “symmetric” in that it offers the same download and upload connection speed. NorthPoint offers the following download/upload speeds: 160 Kbps; 200 Kbps; 416 Kbps; 784 Kbps; 1.04 Mbps; and 1.54 Mbps. NorthPoint provides service-level guarantees (also known as a “committed information rate”) for each of these offerings, which is about half the rated maximum speed. NorthPoint sells SDSL service exclusively on a wholesale basis and primarily to network service providers – including Internet service providers, online service providers, and other competitive local exchange carriers (CLECs) – which resell NorthPoint’s service primarily to small- and medium-sized business customers. Attachment B contains the pages of NorthPoint’s federal tariff for SDSL service, which indicates the prices of NorthPoint’s various wholesale SDSL offerings.

In the last month, NorthPoint has begun offering to a few of its Internet service provider partners wholesale ADSL service on a trial basis. NorthPoint today has fewer than 100 ADSL end-user subscribers nationwide. NorthPoint's ADSL services will not be generally available until later this year. To date, NorthPoint has deployed ADSL equipment in 153 of the central offices where it operates in Verizon's territory.

2. You also asked for information regarding the differences between SDSL service and T-1 service. First, there are significant price differences between T-1 lines and SDSL, as the Commission itself acknowledged just last week. Compare Deployment of Advanced Telecommunications Capability, Second Report ¶ 41, CC 98-146 (Aug. 2000) ("The monthly charge for T1 service can range from \$450 to \$2000, with installation cost ranging from \$750 to \$5500") with id. ¶ 37 ("The price of SDSL service currently ranges from \$150 to \$450 per month, with installation costs ranging from free to \$1550"). Second, T-1 and SDSL have significantly different technical characteristics. For example, whereas a T-1 line runs at a constant bandwidth of 1.544 Mbps, an SDSL line can run at that speed only at short distances from the central office. In this regard, SDSL fills a service gap between ISDN and dial-up services, on the one hand, and T-1 services on the other. T-1, at a substantially higher price point, is technically more robust. T-1 lines are not limited by loop length from the central office and can be ordered for a long haul circuit of hundreds of miles. SDSL is limited to approximately 18,000 feet from the central office, and there is significant loss of speed (due to signal attenuation) beyond 12,000 feet. Third, the end user customers of T-1 service primarily are large businesses. The primary end user customers of SDSL service are small to medium sized businesses migrating from dial-up connections. Finally, there are significant engineering differences between a T-1 line and an SDSL line. For example, a T-1 line is considerably more complicated to install and maintain than an SDSL line. T-1 requires repeaters, network monitoring systems, alarms, and other systems not required on SDSL. An SDSL line is simpler; the service provider installs and configures service right to the modem.

3. You asked for information concerning the deployment of broadband services by other providers. Attachments C, D, E, and F contain sample information regarding the broadband access services available from data competitive local exchange carriers (DLECs), MMDS providers, LMDS providers, and DBS providers, respectively. This information was obtained from individual company Web sites and includes the different kinds of broadband access services these companies offer, including (where available) their respective speeds, prices, and geographic availability.

In addition to what is provided in the attachments, the Commission on August 18, 2000 released its Fifth CMRS Report, which contains extensive information regarding LMDS and MMDS services, including where such services are available, what speeds are being offered, and in some cases the prices for such services. See Implementation of Section 6002(b) of the Omnibus Reconciliation Act of 1993; Annual Report and Analysis of Competitive Market Conditions With Respect to Commercial Mobile Services, Fifth Report, at App. E (rel. Aug. 18, 2000). Moreover, between August 14th and August 18th, carriers with MMDS spectrum licenses filed with the Commission for authorization to provide two-way broadband communications services in various geographic markets -- markets in which it is now reasonable

August 31, 2000

Page 3

to expect that fixed wireless broadband services will soon become available. See, e.g., WorldCom Press Release, *WorldCom Seeks Broadband Fixed Wireless Authority* (Aug. 14, 2000) (quoting John Stupka, president of WorldCom Wireless Solutions: "Our applications move us one step closer to market launch").

4. You also requested information concerning the states in which NorthPoint has obtained certificates to offer local exchange service. Attachment F contains a list of the 40 states in which NorthPoint is certified to provide local exchange service, and a list of the states in which NorthPoint is actually providing service today.

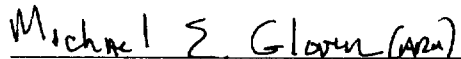
5. Finally, you asked for information concerning NorthPoint's interests in two joint ventures that were created to provide DSL services outside of the United States. Neither of these joint ventures involves the provision of interLATA service, because each venture solely provides service between end users and Internet service providers located outside the United States.

NorthPoint has a minority interest in NorthPoint Canada, a joint venture with Call-Net Enterprises, Inc., a Canadian competitive local exchange carrier. NorthPoint Canada, created in February 2000, plans to deliver wholesale DSL services to Internet service providers throughout Canada. On July 31, 2000, NorthPoint Canada began offering DSL services in Toronto. The company plans to offer service in Montreal, Vancouver, and Calgary by the fourth quarter of 2000. NorthPoint Canada does not provide service within the United States.

NorthPoint has a 50-percent interest in VersaPoint N.V., a joint venture with VersaTel Telecom International N.V., a competitive telecommunications provider based in Amsterdam. VersaPoint, created in March 2000, plans to deliver wholesale DSL services to Internet service providers across Europe. In June 2000, VersaPoint began offering DSL services in the Netherlands. VersaPoint does not provide service within the United States.

If you have any questions regarding this submission, please contact the undersigned.

Respectfully submitted,



Michael E. Glover

Karen Zacharia

Verizon Communications

1320 North Court House Road

8th Floor

Arlington, Virginia 22201



Michael E. Olsen

William J. Bailey, III

NorthPoint Communications, Inc.

303 2nd Street

San Francisco, California 94107

Attachments

A

ACCESS SERVICE

31. The Bell Atlantic Telephone Companies Rates and Charges (Cont'd)

31.17 Packet Switching Access Service (Cont'd)

31.17.5 Infospeed DSL Service

(A) Basic Month-to-Month

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Infospeed DSL 640K	ADAA1	\$ 39.95	\$99.00
Infospeed DSL 1.6M	ADAB2	59.95	99.00
Infospeed DSL 7.1M	ADAC3	109.95	99.00

(B) Volume and Term Discount Plan (VTDP)

Note: CL = Commitment Level, CY = Contract Year, Mo. Rate = Monthly Rate, and NRC = Nonrecurring Charge

(1) 3-year VTDP

CL	CY1	CY2	CY3	640k Monthly Rate	1.6M Monthly Rate	7.1M Monthly Rate	<u>NRC</u>	
A	250	500	500	\$37.95	\$56.95	\$104.95	\$99.00	(C)
B	750	1,500	1,500	35.95	53.95	98.95	99.00	(C)

(2) 5-year VTDP

(Z)

CL	CY1	CY2	CY3	CY4	CY5	640k Mo. Rate	1.6M Mo. Rate	7.1M Mo. Rate	NRC	
A	125	250	375	750	1,000	\$37.95	\$56.95	\$104.95	\$99.00	(C)
B	250	750	1,250	2,500	5,000	35.95	53.95	98.95	99.00	(C)
C	2,500	7,500	22,500	37,500	50,000	33.95	50.95	92.95	99.00	
D	5,000	15,000	45,000	75,000	100,000	32.95	47.95	87.95	99.00	
E	25,000	75,000	225,000	375,000	500,000	31.95	46.95	84.95	99.00	
F	50,000	150,000	450,000	750,000	1,000,000	29.95	44.95	81.95	99.00	

(TR 1200)

Issued: October 12, 1999

Effective: October 27, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)

17.4 Infospeed DSL Service

17.4.1 General

Infospeed DSL Service is a high speed data access service that uses asymmetric digital subscriber line technology.

This service is not available in the states of New York and Connecticut.

(C)
(C)

17.4.2 Definitions

The following definitions are specific to Infospeed DSL Service and are in addition to any applicable definitions set forth in Section 2.6 preceding.

Asymmetrical Digital Subscriber Line (ADSL)

The term "Asymmetrical Digital Subscriber Line (ADSL)" denotes an access technology that enables data to be sent over copper facilities.

Downstream

The term "downstream" denotes the transmission path from the Telephone Company's Infospeed DSL Connection Point to the customer's designated premises.

Infospeed DSL Connection Point

The term "Infospeed DSL Connection Point" denotes a location designated by the Telephone Company that serves as an aggregation point for the collection of Infospeed DSL traffic from multiple serving wire centers.

Splitter

The term "splitter" denotes a passive band filter that divides the frequency of a copper facility.

Upstream

The term "upstream" denotes the transmission path from the customer's designated premises to the Infospeed DSL Connection Point.

17.4.3 Service Description

- (A) Infospeed DSL is an access service that uses ADSL. A splitter is installed at the customer's designated premises. Data traffic generated by a customer-provided modem is transported to the Infospeed DSL Connection Point. From there, the traffic is transported to the customer's information service provider via the Telephone Company's Asynchronous Transfer Mode Cell Relay Service (ATM).

(TR 1313)

Issued: July 17, 2000

Effective: August 1, 2000

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.4 Infospeed DSL Service (Cont'd)

(S) (x)

17.4.3 Service Description (Cont'd)

(S) (x)

(B) Three (3) types of Infospeed DSL Service are available based on the upstream and downstream speed combinations chosen by the customer:

(S) (x)

(S) (x)

(S) (x)

(1) Infospeed 640K - provides maximum speeds of 640 kilobits per second(kbps) downstream and 90 kbps upstream.

(S) (x)

(S) (x)

(2) Infospeed 1.6M - provides maximum speeds of 1.6 megabits per second(Mbps) downstream and 90 kbps upstream.

(S) (x)

(S) (x)

(3) Infospeed 7.1M - provides maximum speeds of 7.1 Mbps downstream and 680 kbps upstream.

(S) (x)

(S) (x)

(C) The data speeds listed above are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors. Therefore, these data speeds are not guaranteed.

(S) (x)

(S) (x)

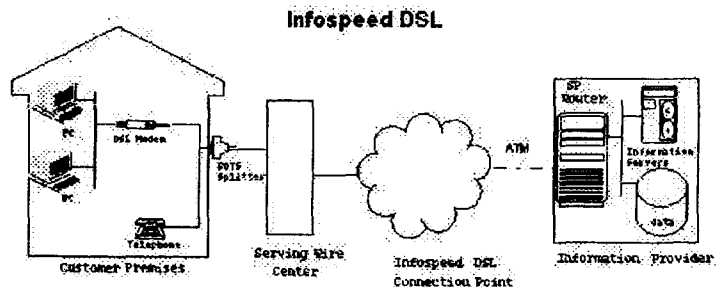
(S) (x)

(D) The following diagram depicts a generic view of the components of Infospeed DSL Service and the manner in which the components are combined to provide a complete Infospeed DSL Service Connection.

(S) (x)

(S) (x)

(S) (x)



(S) (x)

(x) Issued on not less than 1 day's notice under authority of Special Permission No. 99-56 to include material filed by the NYNEX Telephone Companies under Transmittal No. 544 and which became effective in the NYNEX Telephone Companies Tariff F.C.C. No. 1 on April 13, 1999.

(TR 1129)

Issued: April 27, 1999

Effective: May 4, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.4 Infospeed DSL Service (Cont'd)

(S) (x)

17.4.4 Terms and Conditions

(S) (x)

- (A) The Telephone Company will provision and maintain Infospeed DSL Service from the Infospeed DSL Connection Point to the network interface device (NID) at the customer's designated premises. The customer is responsible for obtaining a compatible splitter and modem. (S) (x)
- (B) The customer will provide the Telephone Company with the necessary information (e.g., customer name and address, circuit address, serving area, etc.) to provision Infospeed DSL Service. (S) (x)
- (C) Access from the Infospeed DSL Connection Point will be provided via the Telephone Company's ATM service. The rates and charges for ATM service are in addition to the rates and charges for Infospeed DSL Service. (S) (x)
- (D) Infospeed DSL Service will be provisioned over existing Telephone Company copper facilities. (S) (x)
- (E) The Company will qualify copper facilities to determine the suitability of such facilities for Infospeed DSL Service. The Telephone Company will not provide Infospeed DSL Service on copper facilities that are unsuitable for the Service. Nor will the Telephone Company provide Infospeed DSL Service if it determines that such provision will produce interference to other services. (S) (x)
- (F) Infospeed DSL Service will be provided subject to the availability and limitations of Telephone Company wire centers and outside plant facilities. A list of wire centers capable of providing Infospeed DSL Service is set forth in 17.4.5 following. (S) (x)
- (G) The Telephone Company reserves the right to interrupt temporarily Infospeed DSL Service for wire center maintenance, software upgrades, and in emergency situations. (S) (x)
- (H) The customer will obtain the appropriate authorization to allow the Telephone Company's employees or agents to enter the customer's designated premises at any reasonable hour for the purpose of installing, inspecting, or repairing Infospeed DSL Service, or, upon termination of Infospeed DSL Service, removing the Telephone Company's equipment. (S) (x)

(x) Issued on not less than 1 day's notice under authority of Special Permission No. 99-56 to include material filed by the NYNEX Telephone Companies under Transmittal No. 544 and which became effective in the NYNEX Telephone Companies Tariff F.C.C. No. 1 on April 13, 1999.

(TR 1129)

Issued: April 27, 1999

Effective: May 4, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.4 Infospeed DSL Service (Cont'd)

(S) (x)

17.4.5 Service Deployment

(S) (x)

The Infospeed DSL deployment schedule is shown below:

(S) (x)

<u>State</u>	<u>Wire Center</u>	<u>Targeted Service Date</u>
MA	Cambridge Ware	April 1999
	Cambrdg_Kendall Bent St	April 1999
	Brookline	April 1999
	Back Bay	May 1999
	Malden Melrose	May 1999
	Arlington	May 1999
	Watertown	June 1999
	Brighton	June 1999
	Bowdoin	June 1999
	Somerville	June 1999
	Belmont	June 1999
	Lexington	July 1999
	Newton	July 1999
	W Roxbury	July 1999
	Dorchester	July 1999
	Quincy	July 1999
	Roxbury	July 1999
	Lynn	July 1999
	Brockton	August 1999
	Revere	August 1999
	Winchester	August 1999
	Needham	August 1999
	Wakefield	August 1999
	Hyde Park	August 1999

NOTE: The Infospeed DSL targeted service dates are subject to technical considerations and equipment availability.

(S) (x)

(x) Issued on not less than 1 day's notice under authority of Special Permission No. 99-56 to include material filed by the NYNEX Telephone Companies under Transmittal No. 544 and which became effective in the NYNEX Telephone Companies Tariff F.C.C. No. 1 on April 13, 1999.

(TR 1129)

Issued: April 27, 1999

Effective: May 4, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.4 Infospeed DSL Service (Cont'd)17.4.5 Service Deployment (Cont'd)

The Infospeed DSL deployment schedule is shown below:

<u>State</u>	<u>Wire Center</u>	<u>Targeted Service Date</u>
MA	Waltham Spring	August 1999
	South Boston	August 1999
	Milton	August 1999
	E Boston	August 1999
	Norwood	August 1999
	Wellesley	August 1999
	Chelsea	August 1999
	Randolph	August 1999
	Braintree	August 1999
	Weymouth	August 1999
	Winthrop	August 1999
	Saugus	September 1999
	Burlington	September 1999
	Harrison Avenue	October 1999
	Billerica	September 1999
	Dedham	October 1999
	Hingham Cohasset	October 1999
	New Bedford	November 1999
	Franklin Street	November 1999
NY	East 79	June 1999
	West 73	June 1999
	East 97 th	June 1999
	Flushing	June 1999
	Forest Hills	June 1999
	Scarsdale	June 1999
	Hollis	July 1999
	Bayside	July 1999
	Astoria	July 1999
	West 18 St	July 1999
	Newtown	July 1999
	Massapequa	July 1999
	White Plains	July 1999
	Yonkers	July 1999
	Jamaica	July 1999
	Long Island City	July 1999
	West 108	July 1999
	New Rochelle	July 1999
	Mount Vernon	July 1999
	North Jamaica	July 1999

(N)

(N)

NOTE: The Infospeed DSL targeted service dates are subject to technical considerations and equipment availability.

(TR 1144)

Issued: June 7, 1999

Effective: June 22, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.4 Infospeed DSL Service (Cont'd)17.4.5 Service Deployment (Cont'd)

The Infospeed DSL deployment schedule(Cont'd):

(N)

<u>State</u>	<u>Wire Center</u>	<u>Targeted Service Date</u>
NY	Corona	July 1999
	S. Staten Island	July 1999
	W. Staten Island	July 1999
	Floral Park	July 1999
	Mineola	July 1999
	Tuckahoe	July 1999
	Deer Park	July 1999
	N. Staten Island	July 1999
	Wantagh	July 1999
	Levittown	July 1999
	East 30	July 1999
	New Dorp	July 1999
	Convent Ave	July 1999
	Hempstead	July 1999
	Hicksville	July 1999
	West 36	August 1999
	Bellharbour	August 1999
	Commack	August 1999
	Babylon	August 1999
	Portchester	August 1999
	Mamaroneck	August 1999
	Laurelton	August 1999
	East 56	August 1999
	Freeport	August 1999
	Dobbs Ferry	August 1999
	Ossining	August 1999
	Larchmont	August 1999
	Great Neck	August 1999
	Roslyn	August 1999
	Glen Cove	August 1999
	Port Washington	August 1999
	Westbury	August 1999

(N)

NOTE: The Infospeed DSL targeted service dates are subject to technical considerations and equipment availability.

(N)

(N)

(TR 1144)

Issued: June 7, 1999

Effective: June 22, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.4 Infospeed DSL Service (Cont'd)17.4.5 Service Deployment (Cont'd)

The Infospeed DSL deployment schedule (Cont'd):

(N)

<u>State</u>	<u>Wire Center</u>	<u>Targeted Service Date</u>
NY	Peekskill	August 1999
	Pleasantvill	August 1999
	Lynbrook	August 1999
	Second Ave/E 13 th	September 1999
	Tarrytown	September 1999
	Rye	September 1999
	Yorktown	September 1999
	Syosset	September 1999
	Setauket	September 1999
	Garden City/Mid Nass	September 1999
	Mount Kisco	September 1999
	Chappaqua	September 1999
	Fairview	September 1999
	West 50	September 1999
	Armonk	September 1999
	Harrison	September 1999
	Oyster Bay	September 1999
	Manhasset	September 1999

(N)

NOTE: The Infospeed DSL targeted service dates are subject to technical considerations and equipment availability.

(N)
(N)

(TR 1144)

Issued: June 7, 1999

Effective: June 22, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.4 Infospeed DSL Service (Cont'd)17.4.6 Rate Regulations

- (A) A recurring monthly rate applies for each service.
- (B) A nonrecurring charge applies for the installation of each service. The same charge applies for a change in service configuration (i.e., a change in data speeds).
- (C) If a customer cancels Infospeed DSL Service to a designated premises within thirty (30) days of installation, the customer will not be charged the foregoing recurring monthly rate or nonrecurring charge.

17.4.7 Volume and Term Discount Plan

(N)

(A) Description

The Infospeed DSL Volume and Term Discount Plan (VTDP) provides Infospeed customers discounted rates based on commitments of minimum volumes over a specific term. The VTDP encompasses all of a customer's Infospeed Services, 640k, 1.6M and 7.1M.

A customer who purchases Infospeed DSL under the VTDP assumes the following obligations: The customer will submit orders to the Telephone Company electronically in a format and manner designated by the Telephone Company; the customer will provision all customer premises equipment and wiring to its end users; the customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and the customer will not direct its end users to contact the Company regarding any aspect of the service.

The telecommunications services offered under the VTDP are provided at wholesale to carriers and non-carriers. The telecommunications services offered under the VTDP are not services that the Company provides at retail and, accordingly, are not subject to the rate provisions of Sections 251(c)(4) and 252(d)(3) of the Communications Act, 47 U.S.C. Sections 251(c)(4), 252(d)(3).

VTDP is available for terms of 3 and 5 years.

(N)

(TR 1138)

Issued: May 19, 1999

Effective: June 3, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.4 Infospeed DSL Service (Cont'd)

17.4.7 Volume and Term Discount Plan (Cont'd)

(A) Description (Cont'd)

The 5-year VTDP has 6 optional volume Commitment Levels, A through F (each a "Commitment Level" or collectively "Commitment Levels"). The 3-year VTDP has 2 optional volume Commitment Levels, A and B. Each Commitment Level has minimum line volumes assigned for each year of the VTDP. The Commitment Level includes all of a customer's in-service Infospeed DSL lines in Bell Atlantic's operating territories as specified in this tariff, in Bell Atlantic Telephone Companies Tariff F.C.C. No. 1, and in Bell Atlantic Network Data, Inc. Tariff F.C.C. No. 1. However, the VTDP rates in this tariff are applied by service type and only to the Infospeed DSL services in the area covered by this tariff; see Section 15. preceding. Commitment Levels are selected by the customer and must be designated in the customer's order for VTDP. The Commitment Levels are shown in Section 31.17.5 following.

(C) (y)
|
(C) (y)

Contract Year 1 will begin on the service anniversary date as defined below. The service anniversary date is the date of the order for VTDP designating the Commitment Level and Term, except for Commitment Level E and F customers. For customers selecting Commitment Levels E or F, the service anniversary date is the date six months after the subscription order is submitted, allowing a "Ramp-Up Period". Each Contract Year runs 12 months from its service anniversary date ("Contract Year").

At expiration of a VTDP, the customer may choose a new VTDP, convert to the month-to-month rates, or continue with rates, charges, terms and conditions and Commitment Level in effect at the end of the expiring VTDP on a year-to-year basis. A conversion to a new VTDP or to month-to-month rates, or discontinuance, will require that the customer submit a service change order.

VTDP is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination ("Termination Liability"). In addition, Commitment Level E and F customers are subject to a Minimum Performance Threshold payment.

(y) Issued under authority of Special Permission No. 00-027 of the Federal Communications Commission on less than statutory notice.

(TR 1278)

Issued: April 26, 2000

Effective: April 27, 2000

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.4 Infospeed DSL Service (Cont'd)17.4.7 Volume and Term Discount Plan (Cont'd)

(N)

(B) Annual Review

The Commitment Level is reviewed at the end of each Contract Year ("annual review") on the anniversary date. A count is taken of all Infospeed DSL lines in service in all Bell Atlantic jurisdictions (those covered by this tariff and Bell Atlantic Tariff F.C.C. No. 1) as of the last day of the Contract Year. Customers who do not meet the minimum quantity of in-service lines for their Commitment Level on such date will be so notified.

(x)
(x)

If, at the annual review, the total quantity of Infospeed DSL Lines that a customer has in service on the last day of the Contract Year does not meet the minimum line volume applicable to the customer's subscribed Commitment Level, a Shortfall Liability will be assessed. In addition, customers with Commitment Levels B through D with less than the minimum line volumes will be reassigned to a reduced Commitment Level for the next year based on their current line volume (e.g., a 5-year VTDP customer in Commitment Level D with 40,000 lines in service at the end of year 3 would be placed in Commitment Level C for year 4). As an alternative to reassignment, a customer may stay in its existing Commitment Level for the subsequent year by paying the alternative Shortfall Liability specified below.

Solely at the end of Contract Year 1, customers with Commitment Levels E and F, regardless of whether such customers have met the minimum line volumes for their chosen Commitment Levels, will be automatically continued in their chosen Commitment Levels for Contract Year 2, subject to a Shortfall Liability described below, but will be reassigned in the remaining years, if necessary, based on their lines volumes.

At the end of any Contract Year, a customer may elect to move to a higher Commitment Level, either in its existing term VTDP or a longer term VTDP, for the next Contract Year and for the remainder of the VTDP, if it has met the minimum line volume for its existing Commitment Level. However, should the customer fail to meet the minimum line volume for the higher Commitment Level by the end of the Contract Year following such election, an additional charge will be assessed equal to 10% of the Shortfall Liability for the Contract Year, as specified below.

(N)

(x) Issued under authority of Special Permission No. 99-79 of the Federal Communications Commission.

(TR 1138)

Issued: May 19, 1999

Effective: June 3, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.4 Infospeed DSL Service (Cont'd)17.4.7 Volume and Term Discount Plan (Cont'd)

(N)

(C) Shortfall Liability

Shortfall Liability applies to any VTDP customer with Commitment Levels B through F that fails to meet the minimum line volumes for its designated Commitment Level.

Shortfall Liability is based on the difference between the monthly rate for the designated Commitment Level and the monthly rate for the Commitment Level that should have been charged based upon the actual quantity of in-service Infospeed DSL lines at the end of the Contract Year. The Shortfall Liability is equal to the difference in the monthly rate multiplied by the sum of all lines in service at the end of each month during such Contract Year. For example, at the end of Contract Year 2, a 5-year VTDP customer with Commitment Level D and only 10,000 lines in service will be assessed the difference in the monthly rate between Commitment Level C and Commitment Level D for each line in service at the end of each month during the Contract Year.

A customer may stay in its Commitment Level by paying an alternative Shortfall Liability equal to the minimum line volume applicable to its Commitment Level less the actual number of Infospeed DSL lines in-service at the end of the Contract Year multiplied by the monthly rate for Infospeed DSL 640k applicable to its Commitment Level, multiplied by 6.

An additional payment of 10% of the Shortfall Liability is assessed those customers who fail to meet the minimum line volume after moving to a higher Commitment Level the previous year.

Customers who fall below the minimum line volume for Commitment Level A in any Contract Year will be terminated from the VTDP and will be subject to Termination Liability. All of the customer's Infospeed DSL services will revert to basic month-to-month rates.

(N)

(TR 1138)

Issued: May 19, 1999

Effective: June 3, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.4 Infospeed DSL Service (Cont'd)17.4.7 Volume and Term Discount Plan (Cont'd)

(N)

(D) Minimum Performance Threshold

Customers who designate Commitment Levels E and F are also subject to a Minimum Performance Threshold in Contract Year 2. The Minimum Performance Threshold for a Commitment Level E customer is 50,000 in-service Infospeed DSL lines; for a Commitment Level F customer the Minimum Performance Threshold is 100,000 in-service Infospeed DSL lines.

A Minimum Performance Threshold payment is applicable when a customer fails to meet the Minimum Performance Threshold at the end of Contract Year 2. The payment is equal to the difference between the Minimum Performance Threshold requirement and the actual number of lines in service multiplied by the 640k monthly rate for the Commitment Level multiplied by 6. The Minimum Performance Threshold payment is in addition to Shortfall Liability.

(E) Adjustments to Liability

The minimum line volumes used to calculate Shortfall Liability for Commitment Levels E and F will be proportionately reduced in Contract Year 1 if the Company fails to qualify at least 5 million residential households region-wide (i.e., in jurisdictions covered by this tariff and Bell Atlantic Tariff F.C.C. No. 1) to enable them to receive Infospeed DSL service at the beginning of Contract Year 1. And, if the Telephone Company fails to qualify at least 9 million residential households region-wide to enable them to receive Infospeed DSL Service at the beginning of Contract Year 2, the minimum line volumes used to calculate both the Shortfall Liability and the Minimum Performance Threshold payment for Commitment Levels E and F for Contract Year 2 will be proportionately reduced.

(x)

The reduction is in direct proportion to the shortfall in the above commitment; e.g., if in Contract Year 2, the Telephone Company has only 7 million qualified households for Infospeed DSL, Commitment Level E and F customer's minimum line volumes used to calculate Shortfall Liability and Minimum Performance Threshold is reduced by 2/9ths of the levels specified in 17.4.7(C) and (D) preceding.

(N)

(x) Issued under authority of Special Permission No. 99-79 of the Federal Communications Commission.

(TR 1138)

Issued: May 19, 1999

Effective: June 3, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.4 Infospeed DSL Service (Cont'd)17.4.7 Volume and Term Discount Plan (Cont'd)

(N)

(F) Termination without Liability

A customer may terminate a VTDP without Termination Liability, Shortfall Liability or Minimum Performance Threshold payments should the monthly rates increase during the term of the existing VTDP. Subsequent to a rate increase, the customer must either elect to terminate the VTDP without liability, negotiate a new VTDP, or continue the VTDP at the new rate.

(G) Termination Liability

If a customer elects to discontinue its VTDP prior to the end of the commitment period, Termination Liability charges will apply. Liability will be the lesser of the charges determined by the following calculations:

- (1) The difference between what would have been charged had the customer had the Month-to-Month (Basic) rate for each line in-service at the end of each month the customer subscribed to the VTDP less all payments made and owed, including any Shortfall Liability and Minimum Performance Threshold payments made and owed.
- (2) A charge for the remainder of the commitment period calculated as the sum of (a) the minimum line volumes for the current Contract Year, multiplied by the 640k monthly rate applicable to the Commitment Level, multiplied by $\frac{1}{2}$ the remaining months in the current Contract Year, and (b) the sum of the minimum line volumes for each remaining full Contract Year of the VTDP multiplied by the 640k monthly rate applicable to the Commitment Level, multiplied by 6.

(N)

(TR 1138)

Issued: May 19, 1999

Effective: June 3, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.5 IP (Internet Protocol) Routing Service17.5.1 Service Description

The Telephone Company's IP (Internet Protocol) Routing Service, IPRS, provides for the collection, concentration and management of the customer's data traffic within a LATA. IPRS consists of network routers located at LATA hub sites that will collect the customer's end user data traffic and concentrate it for connection and transport over a Telephone Company Packet Data Service to a customer's designated location. Therefore, the customer must also subscribe to the Telephone Company's Exchange Access Frame Relay Service (FRS) as described in Section 17.3 preceding, and/or Exchange Access Asynchronous Transfer Mode Cell Relay Service (ATM) as described in Section 27 following.

(D) (y)
(D) (y)

The customer has the option of utilizing, as a feature of IPRS, Single Number Routing (SNR) in lieu of local telephone numbers, which are included as part of IPRS. This option provides for all end users in a defined geographic area (i.e., a LATA) to have access to the customer via one specialized telephone number. The end user can initiate a call within the service area to the customer, and the call will be treated as a local call by the Telephone Company for the connection and duration of the call. This option is part of the standard IPRS offering and is included in the rates and charges for IPRS at no additional charge.

The following two alternatives are offered to the customer under this option:

1. The Telephone Company will assign a Single Number Routing telephone number from a 500 NPA; or
2. The customer can provide the Telephone Company with its own 555-XXXX telephone number acquired from the North American Numbering Plan Administration.

For those customers that opt for Single Number Routing, the Telephone Company will provision either a single 500 or 555 telephone number. If the customer requests additional 500 or 555 telephone numbers, special assembly charges will apply.

(y) Issued under authority of Special Permission No. 00-068 to correct material not yet in effect.

(TR 1317)

Issued: July 28, 2000

Effective: August 1, 2000

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.5 IP (Internet Protocol) Routing Service (Cont'd)17.5.1 Service Description (Cont'd)

IPRS provides five types of ports for the collection of end user data traffic. The port type(s) is/are determined by the method(s) chosen by the customer for access to its end user(s). The five port types are:

1. IPRS Combined Analog/ISDN Dial-up Port
2. IPRS Integrated Services Digital Network (ISDN) Only Dial-up Port
3. IPRS DS1/1.544 Mbps Port
4. IPRS Frame Relay Service 56 Kbps Port
5. IPRS Frame Relay Service DS1/1.544 Mbps Port

The two dial-up port types are intended for use with a single computer connection and not for connection to a Local Area Network (LAN).

IPRS does not include the end user access service. End user services and facilities are available from this and other public telephone network tariffs.

IPRS requires the use of RADIUS (Remote Authentication Dial-In User Service), a network security protocol, for the customer's authentication and authorization of its dial-up end user(s). See Section 17.5.2 following for technical references.

(M)

(M)

Certain regulations on this page formally appeared on Original Page 17-43.

(TR 1234)

Issued: December 10, 1999

Effective: December 25, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.5 IP (Internet Protocol) Routing Service (Cont'd)

(N) (y)

17.5.1 Service Description (Cont'd)

(N) (y)

Maintenance and upgrades for IPRS are performed during the hours of 11:00 p.m.. and 8:00 a.m. At times, during the hours of maintenance activity, it will be necessary to place a customer's service in an inactive or out-of-service condition. The amount of time that this scheduled out-of-service condition will exist is called a "maintenance window." The Telephone Company will provide the customer notice prior to the maintenance window and will work cooperatively with the customer to minimize service disruption. Maintenance window activity could be scheduled for consecutive days.

(N) (y)

(N) (y)

17.5.2 Technical Specifications

(N) (y)

IPRS is provided in compliance with standards established by the Internet Architecture Board as stated in the following publications:

(N) (x) (y)

STD 0001, Internet Official Protocol Standards; J Postel, Editor, issued June 1997.

RFC 2138, Remote Authentication Dial-In User Service (RADIUS); C Rigney, A. Rubens, W. Simpson, S. Willens., issued April 1997.

(N) (x) (y)

17.5.3 Terms and Conditions

(N) (y)

(A) IPRS customers must also subscribe to Bell Atlantic's FRS, and/or ATM Service for the delivery of data traffic from the IPRS network to the customer's designated location.

(N) (y)

(N) (y)

(B) IPRS is a hubbed service. IPRS wire centers are designated in (C) following.

(N) (y)

(N) (y)

(x) Issued under authority of Special Permission No. 99-66 of the Federal Communications Commission.

(y) Issued under authority of Special Permission No. 99-56 to revise pending material.

(TR 1131)

Issued: May 3, 1999

Effective: May 18, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.5 IP (Internet Protocol) Routing Service (Cont'd)

(N) (y)

17.5.3 Terms and Conditions (Cont'd)

(N) (y)

(C)	<u>LATA</u>	<u>Hub Wire Center</u>	<u>Service Availability</u>	(N)	(y)
	NY Metro	West 36 th Street NYC	May 1999		
	Eastern MA	Franklin Street Boston	May 1999		
	NY Metro	White Plains	June 1999		
	NY Metro	Garden City	June 1999		
	Albany	State Street Albany	July 1999		
	Albany	Clinton St. Schenectady	August 1999		
	P'keepsie	Hamilton Street	Sept. 1999		
	Binghamton	Henry Street	July 1999		
	Syracuse	Tioga St. Ithaca	August 1999		
	Syracuse	State St. Syracuse	July 1999		
	Buffalo	Amherst	August 1999		
	Buffalo	Franklin St. Buffalo	July 1999		
	Eastern MA	Bent St. Cambridge	July 1999		
	Eastern MA	Framingham	July 1999		
	Eastern MA	Worcester	Sept. 1999		
	Western MA	Pittsfield	August 1999		
	Western MA	Springfield	July 1999		
	Maine	Augusta	June 1999		
	Maine	Portland	May 1999		
	New Hamp.	Manchester	May 1999		
	New Hamp.	Nashua	June 1999		
	Rhode Isl.	Providence	July 1999		
	Rhode Isl.	Newport	August 1999		
	Vermont	Burlington	June 1999		
	Vermont	Montpelier	June 1999	(N)	(y)

(D) IPRS is available on a month-to-month basis and for commitment periods of 3 years and 5 years.

(N) (y)
(N) (y)

(E) Month-to-month service is subject to a minimum service period of 12 months.

(N) (y)
(N) (y)

(F) Customers electing a 3-year or 5-year term must also select a minimum port volume for the service period.

(N) (y)
(N) (y)

(G) IPRS is provided on a negotiated service date interval

(N) (y)

(H) IPRS is monitored and maintained 24 hours-a-day 7 days-a-week for trouble isolation and resolution.

(N) (y)
(N) (y)

(y) Issued under authority of Special Permission No. 99-56 to revise pending material.

(TR 1131)

Issued: May 3, 1999

Effective: May 18, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.5 IP (Internet Protocol) Routing Service (Cont'd)

(N) (y)

17.5.4 Rate Regulations

- (A) All rate categories are billed monthly.
- (B) Nonrecurring charges apply for the installation of each port. Changes in port from one rate category to another incur the nonrecurring charge.
- A conversion of service to a new commitment period of equal or greater length than the remainder of the existing term does not incur nonrecurring charges for the existing port.
- (C) When the customer's commitment period ends, month-to-month rates apply, unless the customer agrees to a new commitment period.
- (D) Termination liability applies when a port is disconnected prior to the end of the minimum service period or prior to the end of the selected commitment period. Liability is assessed as follows:

Month-to-Month Service: The customer is responsible for 100% of the monthly rates for the entire 12-month minimum service period.

3 and 5-Year Terms: The customer is responsible for 100% of the monthly rate for the first 12 months and 15% of the remaining monthly charges.

Termination liability is waived if a port is converted to another term of equal or greater value in revenue than the remainder of the present term.

Termination liability is waived when a customer replaces one port for another type and commits to a term of equal or greater value in revenue than the remainder of the current commitment. The replacement is subject to applicable nonrecurring charges.

If the customer's recurring rate increases, the customer may discontinue service without liability.

(N) (y)

(y) Issued under authority of Special Permission No. 99-56 to revise pending material.

(TR 1131)

Issued: May 3, 1999

Effective: May 18, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.5 IP (Internet Protocol) Routing Service (Cont'd)

(N) (y)

17.5.4 Rate Regulations (Cont'd)

- (E) Customers with a 3-year or 5-year term commitment must order service with a volume commitment, enabling the customer to receive the discount applicable to the appropriate volume tier for the committed volume for all ports subscribed. Customers with this option and a 3-year term will have 12 months after the initial port installation to reach the committed port volume. Customers with a 5-year term who select this option will have 24 months after the initial port installation to reach the committed volume.

Six months after the end of the appropriate 12 or 24 month installation window, a review of the customer's account will be performed to verify that the committed volume level has been achieved. Rates will be adjusted accordingly based upon the number of ports in service.

Failure to achieve the guaranteed quantity of ports within the specified time frame will result in all ports being rerated to the applicable monthly rate for the quantity actually in service. In addition, a liability charge equal to the monthly rate per port at the guaranteed commitment level multiplied by the port shortfall (the difference between the committed volume and the actual number of ports in service) multiplied by 3 months will apply.

In the event the customer has exceeded the commitment level, and the number of ports in service qualifies for a lower monthly rate based upon the volume tier for that number of ports, all ports will be rerated to the new, lower monthly rate.

Customer account reviews will be performed semi-annually after the first review until the end of the commitment period.

- (F) Customers with a 3-year or 5-year term commitment may add additional ports at any time during the commitment period at the rates applicable for the term commitment and the volume commitment initially selected. All ports will therefore be subject to a common expiration date for service commitment.
- (G) IPRS ports must be purchased in increments of 23 ports, except where available as single port quantities.

(N) (y)

(y) Issued under authority of Special Permission No. 99-56 to revise pending material.

(TR 1131)

Issued: May 3, 1999

Effective: May 18, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)17.5 IP (Internet Protocol) Routing Service (Cont'd)17.5.4 Rate Regulations (Cont'd)

(H) Upon receipt of a bona fide request from a customer for a port quantity in excess of 64,400 Ports, the Telephone Company will work cooperatively with the customer to develop a per port rate for the requested quantity. Once the per-port rate is developed and accepted by the customer, it will then be tariffed and made available to any other customers requesting that same port quantity.

(I) IPRS Reports

1. IPRS includes a text-based, preformatted Daily Capacity Report that includes all network elements and all items from the previous day. This report is provided to each IPRS customer each day via e-mail without charge.

2. Customers desiring additional reports may choose optional Customer Service Management (CSM) Reports. The Telephone Company will provide IPRS customers with traffic reports and the ability to access these traffic data in near real-time via web-based access. The following reports will be available to the IPRS customer:

- (a) Total Connections, Analog and Digital
- (b) Analog and Digital Ratio
- (c) Calls Increment (measuring total calls received in ten minute intervals)
- (d) ISDN Connections
- (e) Modem Connections (measuring analog call connections)
- (f) Seconds Increment (measuring total duration in seconds for a specific period of time)
- (g) Weekly Maximum for Total Connections, Analog and Digital

3. Customers opting for the CSM Reports will have the ability to display varying time periods for archived data, in varying intervals (i.e., several days, weeks, or months up to 12 months prior). CSM customers will also have the ability to view the output data graphically. Appropriate output may also be displayed illustrating Raw Data, Peaks, or Averages. Polling across the IPRS network for the CSM reports occurs in 10-minute intervals on average. Output data are not available for the most recent 24 hours prior to the query.

(N)

(N)

Certain regulations previously found on this page can now be found on Original Page 17-48.1.

(TR 1234)

Issued: December 10, 1999

Effective: December 25, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)

17.5 IP (Internet Protocol) Routing Service (Cont'd)

17.5.4 Rate Regulations (Cont'd)

(I) IPRS Reports (Cont'd)

4. Recurring and Nonrecurring charges are based on a per-user access limited to six (6) IP addresses. The price entitles the customer to access the entire menu of available reports. Charges are assessed based on the size of the IPRS network (200 IPRS ports or less, or greater than 200 IPRS ports). If additional user access is needed, customers will be required to pay an additional appropriate monthly rate for each additional user access requested.

(N)

(N)

17.5.5 Rate Categories

(M)

- (A) IPRS Combined Analog/ISDN Dial-up Port: Provides one data path connection in a local calling area of the company designated by the customer for analog/ISDN dial-up access to the customer by the customer's end users, and the IP routing of the end user data to the customer.
- (B) IPRS ISDN Only Dial-up Port: Provides one data path connection in a local calling area of the company that is designated by the customer for ISDN dial-up access by the customer's end users, and the IP routing of the end user data to the customer.
- (C) IPRS DS1/1.544 Mbps Port: Provides connection and IP routing of end user data terminated over dedicated private line facilities at a speed of 1.544 Mbps.
- (D) IPRS Frame Relay Service (FRS) 56 Kbps Port: Provides connection and IP routing of end user data terminated over frame relay facilities at a speed of 56 Kbps.
- (E) IPRS Frame Relay Service (FRS) 1.544 Mbps Port: Provides connection and IP routing of end user data terminated over frame relay facilities at a speed of 1.544 Mbps.

(M)

Certain regulations on this page formally appeared on Original Page 17-48.

(TR 1234)

Issued: December 10, 1999

Effective: December 25, 1999

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

THE BELL ATLANTIC TELEPHONE COMPANIES

TARIFF F.C.C. NO. 11
3rd Revised Page 17-49
Cancels 2nd Revised Page 17-49

17. Packet Switching Access Service ACCESS SERVICE
(Cont'd)

(D)

(D)

(TR 1313)

Issued: July 17, 2000

Effective: August 1, 2000

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

THE BELL ATLANTIC TELEPHONE COMPANIES

TARIFF F.C.C. NO. 11
1st Revised Page 17-50
Cancels Original Page 17-50

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)

(D)

(D)

(TR 1313)

Issued: July 17, 2000

Effective: August 1, 2000

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)

(D)

(D)

(TR 1313)

Issued: July 17, 2000

Effective: August 1, 2000

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

17. Packet Switching Access Service (Cont'd)

(D)

(D)

(TR 1313)

Issued: July 17, 2000

Effective: August 1, 2000

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042